

TERMS AND CONDITIONS OF USE

1. The Beauty Bible Terms of Use

- a) Welcome to The Beauty Bible! These Terms and Conditions of Use (the "**Terms**") are intended to make you aware of your legal rights and responsibilities in relation to your access to and use of The Beauty Bible website: www.thebeautybible.com.au (the "**Site**"), as well as the delivery of information via the Site, and any related mobile or software applications we may publish (collectively, the "**Services**").
- b) This Site is owned and operated by The Beauty Bible Pty Ltd (ACN 607 137 799), a company incorporated in Australia and referred to in these Terms as "**We**", "**Us**" or "**The Beauty Bible**".
- c) In these Terms, where we say "**you**" or "**your**", we mean you as a user of the Service and any existing and future user (a "**User**") of the Site, which may include consumers of beauty products and services (a "**Customer**") and businesses involved in the delivery or creation of beauty products and services (a "**Business**").
- d) By accessing the Site, you are agreeing to these Terms which will constitute a legally binding contract between you and The Beauty Bible. If you do not agree to these Terms we won't take it personally, but please do not use the Service.
- e) Your access to the Site is at your own risk, including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate. As a condition of using our Site you accept the terms of The Beauty Bible Privacy Policy <www.thebeautybible.com.au/privacy>.
- f) In order to use the Services, you must first agree to the Terms. You can accept the Terms by:
 - Proceeding to use the Services, in which case, you understand that you will be deemed to have accepted these Terms; or
 - Clicking to 'accept' and agree to the Terms, where it is made available to you in the user interface for any particular Service.

2. Using the Site

- a) You must create a User account (your "**Account**") in order to use some of the features offered by the Services. Any personal information you provide to us during the account creation process shall be treated in accordance with The Beauty Bible Privacy Policy. You must keep your password confidential and you are solely responsible for maintaining the confidentiality and security of your account, all changes and updates submitted through your Account, and all activities that occur in connection with your Account.
- b) You may also be able to register to use the Services by logging into your Account with your credentials from certain third party social media accounts (e.g. Facebook). By doing so, you confirm that you are the owner of any such social media account and that you are entitled to disclose your social media login information to us. You authorise us to collect your authentication information, and other information that may be available on or through your social media account consistent with your applicable settings and instructions.
- c) You are also responsible for all activities that occur on your Account. You agree to notify us immediately of any unauthorised use of your Account in order to enable us to take necessary corrective action. You also agree that you will not allow any

third party to use your Account for the purpose of transacting activities in your name on the Services.

- d) By creating an Account, you agree to receive certain communications in connection with the Site or Services. You can unsubscribe or manage your email communication preferences located in the footer of our correspondence.
- e) If you are a Business and you would like to have your Business featured on the Site, or you want to get in touch with The Beauty Bible in relation to the information and images contained in your listing ("your **Listing**"), you can do so via the Site. By providing us with information for your Listing, you are representing to us that all information provided to us is true, accurate and correct, and that you will keep The Beauty Bible updated with any new information as and when necessary in order to keep it accurate. In addition, you are also representing to us that you are the owner or authorised agent of such business. You may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, create multiple accounts or business listings except as otherwise authorised by us, or provide or use false information to obtain access to a Business' listing on the Services that you are not legally entitled to claim. You acknowledge that any false claiming of a Business listing may cause The Beauty Bible or third parties to incur substantial economic damages and losses for which you may be held liable and accountable.
- f) You agree to use the Services only for purposes that are permitted by (a) these Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- g) You agree to use the Content (as available on the Services) only for personal use and not for any commercial use (unless you are a Business) unless agreed to in writing between you and The Beauty Bible.
- h) You agree not to access (or attempt to access) any of the Services by any means other than the interface that is provided by The Beauty Bible, unless you have been specifically allowed to do so, by way of a separate agreement with The Beauty Bible. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including scraping, use of scripts or web crawlers) and should The Beauty Bible believe that this policy has been breached, we may take corrective action.
- i) You agree that you will not engage in any activity that interferes with or disrupts the Services (or the hosting service or networks which are connected to the Services). You shall not delete or revise any material or information posted by other User(s), in addition to not engaging in spamming, including but not limited to any form of emailing, posting or messaging that is unsolicited.

3. Content

- a) Where used in these Terms, the following words will have the meanings defined:

"Content" includes (but is not limited to) images, photos, audio, video, location data, nearby places, and all other forms of information or data.

"Your Content" or **"User Content"** means content that you upload, share or transmit to, through or in connection with the Services, such as likes, ratings, reviews, images, photos, messages, profile information, and any other materials that you publicly display or displayed in your account profile.

"The Beauty Bible content" means content that The Beauty Bible creates and makes available in connection with the Services including, but not limited to, visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate ratings, reports and other usage-related data in connection with activities associated with your Account and all other elements and components of the Services, excluding Your Content and Third Party Content.

"Third Party Content" means content that comes from parties other than The Beauty Bible or a User and is available via the Services.

"Site Content" means all of the Content that is made available in connection with the Site, including Your Content, User Content, Third Party Content, and The Beauty Bible Content.

- b) **Responsibility of your Content:** You alone are responsible for Your Content, and once published, The Beauty Bible cannot always guarantee that it can be withdrawn. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorise the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by The Beauty Bible. If Your Content is a review, you represent and warrant that you are the sole author of that review; the review reflects an actual salon or product experience that you had; you were not paid or otherwise remunerated in connection with your authoring or posting of the review; and you had no financial, competitive, or other personal incentive to author or post a review that was not a fair expression of your honest opinion.
- c) **The Beauty Bible's Right to Control Your Content:** We reserve the right to manage and control all Content posted by Users before publishing it on the Site. User reviews and/or comments may be subject to review by The Beauty Bible upon submission by the User and we reserve the right, at any time and without prior notice, to remove, block, or disable access to any Content that we, for any reason or no reason, consider to be objectionable, in violation of the Terms or otherwise harmful to the Services or our users at our sole discretion. Subject to the requirements of applicable law, we are not obligated to return any of Your Content to you under any circumstances. Any review, which is derogatory, defamatory or hateful and without any substantial evidence may be taken down at our sole discretion.
- d) **The Beauty Bible's Right to Use Your Content:** We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same. As such, you hereby irrevocably grant us worldwide, perpetual, non-exclusive, royalty-free, assignable, transferable rights to use Your Content for any purpose. By uploading Your Content to the Site you irrevocably waive, and cause to be waived, against The Beauty Bible and its Users any claims and assertions of moral rights or attribution with respect to Your Content.
- The Beauty Bible may also disclose the Content you submit to the Site, in addition to your username, age and location to hair, cosmetic and beauty organisations and businesses for the purposes of their marketing activities and materials, and you also consent to your Content including any reviews or testimonials submitted to the Site being used, reproduced, published and modified, without any compensation, by hair, cosmetic and beauty organisations for the purposes of their brand marketing activities and materials.
- e) **Ownership of Content and Proprietary Rights:** We are the sole and exclusive copyright owners of the Services and The Beauty Bible Content. We also exclusively own the copyrights, trademarks, service marks, logos, trade names, trade dress and other intellectual and proprietary rights throughout the world (the **"IP Rights"**) associated with the Services and Our Content, which may be protected by copyright, trademark and other applicable intellectual property and proprietary rights and laws. You acknowledge that the Services contain original works and have been developed, compiled, prepared, revised, selected, and arranged by us and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of us and such

others. You further acknowledge that the Services may contain information which is designated as confidential by The Beauty Bible and that you shall not disclose such information without The Beauty Bible's prior written consent.

Unless you have agreed to otherwise in writing with The Beauty Bible, nothing in the Terms gives you a right to use any of The Beauty Bible's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

- f) **Third Party Content and Links:** Some of the content available through the Services may include or link to materials that belong to Third Parties. Please note that your use of such Third Party services will be governed by the terms of service and privacy policy applicable to the corresponding Third Party. We may obtain business addresses, phone numbers, and other contact information from Third Party vendors who obtain their data from public sources. We have no control over, and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any product, services, advertisements and other content appearing in or linked to from the Services. We do not screen or investigate third party material before or after including it on our Services. We reserve the right, at our sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the Content accessible on the Services. Where appropriate, we may at our sole discretion and without any obligation, verify any updates, modifications, or changes to any Content accessible on the Services, but shall not be liable for any delay or inaccuracies related to such updates. You acknowledge and agree that The Beauty Bible is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

Third Party Content, including that posted by our Users, does not reflect our views or that of our directors or employees. In addition, none of the Content available through the Services is endorsed or certified by the providers or licensors of such Third Party content. We assume no responsibility or liability for any of Your Content or any Third Party Content. You further acknowledge and agree that The Beauty Bible is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources. Without limiting the generality of the foregoing, we expressly disclaim any liability for any offensive, defamatory, illegal, invasive, unfair, or infringing content provided by Third Parties.

- g) **User Reviews:** User reviews do not reflect the opinion of The Beauty Bible. The Beauty Bible receives multiple reviews from Users which reflect the opinions of the Users. The Beauty Bible is a neutral platform, which solely provides a means of communication between Users and each and every review posted on The Beauty Bible is the personal opinion of the User only. Any advertisements on The Beauty Bible are published on an independent basis only, and there is no relation between the reviews of Users and those parties who have advertised on the Site. We are a neutral platform and we don't arbitrate disputes, however in the case of a User writing a review about a salon or product that isn't true, we encourage Businesses to contact The Beauty Bible directly and we will endeavour to either correct or remove the Content as early as possible at our sole discretion. The Beauty Bible may remove any review at its sole discretion if the review is in violation of the Terms and/or Policies or otherwise harmful to the Site. The Beauty Bible is not responsible for or has any association with any direct communication between a User and a Business.
- h) **Advertising:** The Beauty Bible and its licensees may publicly display advertisements and other information adjacent to Your Content. You are not

entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

4. Restrictions of Use

- a) You acknowledge that we have no obligation to monitor your – or anyone else’s – access to or use of the Services for violations of the Terms, or to review or edit any content. However, we have the right to do so.
- b) You shall only use the Services for lawful purposes and as a condition of the Services being made available to you, you agree to not upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, junk mail, spam mail, chain letters or any other form of solicitation via the Site.
- c) Without limiting the generality of these Terms, in using the Services, you specifically agree not to post or transmit any content (including reviews) or engage in any activities that:
 - (i) violate any applicable law or our guidelines, eg. by writing a fake or defamatory review, trading reviews with other Businesses, or compensating someone or being compensated to write or remove a review;
 - (ii) violate any third party’s rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
 - (iii) threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
 - (iv) promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes, except in connection with a Business listing and as expressly permitted by The Beauty Bible;
 - (v) send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Site’s search results or any third party website;
 - (vi) solicit personal information from minors, or submit or transmit pornography;
 - (vii) modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorised by The Beauty Bible;
 - (viii) use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content;
 - (ix) reverse engineer any portion of the Site;
 - (x) remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
 - (xi) record, process, or mine information about other users;
 - (xii) access, retrieve or index any portion of the Site for purposes of constructing or populating a searchable database of business reviews;

- (xiii) reformat or frame any portion of the Site;
- (xiv) take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on The Beauty Bible's technology infrastructure or otherwise make excessive traffic demands of the Site;
- (xv) attempt to gain unauthorised access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
- (xvi) use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "**Viruses**");
- (xvii) use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;
- (xviii) use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content; or
- (xix) remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.

5. **Disclaimers and Limitations of Liability**

- a) **Disclaimer of Warranties:** You acknowledge and agree that the Services are provided "as is" and "as available" and that your use of the Services shall be at your sole risk. To the fullest extent permitted by applicable law, The Beauty Bible, and its directors and employees disclaim all warranties, express or implied, in connection with the Services.
- b) **Limitations of liability:** To the fullest extent permitted by applicable law, in no event shall The Beauty Bible parties be liable to you for any loss or damages resulting from any:
 - (i) errors, mistakes, or inaccuracies of content,
 - (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Services including mobile app,
 - (iii) any unauthorised access to or use of our servers and/or any and all personal information stored therein,
 - (iv) interruption or cessation of transmission to or from our servers,
 - (v) bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Services by any third party,
 - (vi) loss of your data or content from the Services
 - (vii) errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, transmitted, or otherwise made available via the Services, whether based on warranty, contract, tort, or any other legal theory, and whether or not The Beauty Bible parties are advised of the possibility of such damages, and/or
 - (viii) the disclosure of information pursuant to these terms or our Privacy Policy,
 - (ix) your failure to keep your password or account details secure and confidential, or

- (x) loss or damage which may be incurred by you, including but not limited to loss or damage as a result of reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services.
- c) **Indemnifications:** You agree to indemnify, defend, and hold harmless The Beauty Bible and its directors and employees from and against any third party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs and expenses (including reasonable legal fees) suffered or reasonably incurred by us arising as a result of, or in connection with your use of the Services.

6. Copyright Material

- a) The Beauty Bible shall not be liable for any infringement of copyright arising out of materials posted on or transmitted through the site or mobile apps, or items advertised on the site or mobile apps, by end users or any other third parties. We respect the intellectual property rights of others and require those that use the Services to do the same. We may, in appropriate circumstances and at our discretion, remove or disable access to material on the Services that infringes upon the copyright rights of others. We also may, in our discretion, remove or disable links or references to an online location that contains infringing material or infringing activity. In the event that any users of the Services repeatedly infringe on others' copyrights, we may in our sole discretion terminate those individuals' rights to use the Services.
- b) If you believe that your copyright has been or is being infringed upon by material found in the Services, you are required to follow the below procedure to file a notification:
 - (i) Identify in writing the copyrighted material that you claim has been infringed upon
 - (ii) Identify in writing the material on the Services that you allege is infringing upon copyrighted material, and provide sufficient information that reasonably identifies the location of the alleged infringing material (eg. the user name of the alleged infringer and the business listing it is posted under);
 - (iii) Include the following statement: "I have a good faith belief that the use of the content on the Services as described above is not authorised by the copyright owner, its agent, or law";
 - (iv) Include the following statement: "I swear under penalty of perjury that the information in my notice is accurate and I am the copyright owner or I am authorised to act on the copyright owner's behalf";
 - (v) Provide your contact information including your address, telephone number, and e-mail address (if available); and
 - (vi) Provide your physical or electronic signature.

7. Termination of Your Use of the Site and Services

- a) You can terminate your Account at any time by contacting us via the Site.
- b) We may terminate your use of the Site and Services and deny you access to the Services in our sole discretion for any reason or no reason, including your: (i) violation of these Terms; or (ii) lack of use of the Services. You agree that any termination of your access to the Services may be effected without prior notice,

and acknowledge and agree that we may immediately deactivate or delete your account and all related information and/or block any further access to your Account or the Services. If you use the Services in violation of these Terms, we may, in our sole discretion, retain all data collected from your use of the Services. Further, you agree that we shall not be liable to you or any third party for the discontinuation or termination of your access to the Services.

8. General Terms

- a) **Interpretation:** The section and subject headings in these Terms are included for reference only and shall not be used to interpret any provisions of these Terms.
- b) **Entire Agreement and Waiver:** The Terms, together with the Privacy Policy, shall constitute the entire agreement between you and The Beauty Bible concerning the Services. No failure or delay by us in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power or privilege.
- c) **Changes to these Terms:** We may modify, vary, change or update the Terms from time to time at our own discretion. Any such modification will be effective upon our posting of new Terms on the Site. You understand and agree that your continued access to or use of the Site after the effective date of modifications to the Terms indicates your acceptance of the modifications.
- d) **Severability:** If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.
- e) **Partnership or Agency:** None of the provisions of these Terms shall be deemed to constitute a partnership or agency between you and The Beauty Bible and you shall have no authority to bind The Beauty Bible in any form or manner, whatsoever.
- f) **For Users residing in Australia:** These Terms shall be governed by the laws of Australia. The Courts of Law in Australia shall have non-exclusive jurisdiction over any disputes arising under this agreement.
- g) **Carrier Rates may Apply:** By accessing the Services through a mobile or other device, you may be subject to charges by your Internet or mobile service provider, so check with them first if you are not sure, as you will be responsible for any such costs.

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